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ABSTRACT

This contract between the faculty association of Jamestown Community College and the Board of Trustees of Jamestown Community College covers the academic year 1973-1974. Articles of the agreement cover recognition, association and instructors' rights, rights of the Board, deductions and professional dues, conditions of employment, appointment and tenure policies, statement on procedural standards in faculty dismissal, grievance procedures, academic organization, working conditions of librarians, working conditions of student personnel, other conditions of employment, leave of absence, sabbatical leaves, no-strike pledge, issuance of faculty handbook, and duration of agreement. The appendices cover guidelines for faculty promotion and hiring salary ranges, bylaws of the faculty, instructional calendar 1973-74, guidelines for faculty evaluations, and guidelines for evaluations of division chairmen. (MJM)

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JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

New York Independent Degree

ACADEMIC YEAR 1973-1974

CONTRACT BETWEEN THE FACULTY ASSOCIATION OF JAMESTOWN COMMUNITY COLLEGE AND THE BOARD OF TRUSTEES OF JAMESTOWN COMMUNITY COLLEGE

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JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

ACADEMIC YEAR 1973-1974

CONTRACT BETWEEN THE FACULTY ASSOCIATION OF
JAMESTOWN COMMUNITY COLLEGE AND THE BOARD OF TRUSTEES
OF JAMESTOWN COMMUNITY COLLEGE

PREAMBLE

The objectives of Jamestown Community College are clearly stated in the catalog. Our interest, curriculum and efforts are directed to the optimum development of our students. Highest priority is given to effective teaching in the classroom and laboratory with the supporting services of counseling by faculty and by specialized counselors. The desired outcomes are the highest intellectual, personal, social and occupational qualities of each student. Next in priority is the outreach and service to the College community, the industrial community, the business community, and to those individuals in the Jamestown area who wish to benefit from offerings of the College. To these ends our faculty, administration and trustees are dedicated and organized. The elements of this Contract will reflect our attempt to provide full opportunity to all our citizens in a setting of professional and fiscal responsibility.

ARTICLE I - RECOGNITION

A. The term "Association" will hereafter refer to the Faculty Association of Jamestown Community College, and the term "Board" shall hereinafter refer to the Board of Trustees of Jamestown Community College.

B. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all professional College personnel under contract on a full-time or part-time basis, on leave, on a per diem basis, employed or to be employed by the Board, excluding the President, Vice President(s), Dean(s), Associate Dean(s), Assistant Dean(s), Administrative Assistant(s), Financial Officer, Director of Community Relations, and Supervisor of Buildings and Grounds.

C. The Board agrees not to negotiate with any faculty organization other than the Association on salary and working conditions for the duration of this Agreement.

D. The Negotiating Teams will meet at times and places mutually agreed upon.

E. The term "faculty," when used in this Agreement, shall refer to all academic ranks and shall include all professional employees as above defined and shall include teachers, librarians, counselors, coordinators, division chairmen and professional assistants in the admissions and registrar's offices.

ARTICLE II - ASSOCIATION AND INSTRUCTOR'S RIGHTS

A. Pursuant to the New York State Public Employees' Fair Employment Act (Taylor Law), the Board hereby agrees that all faculty as defined in "E" above shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiation and other concerted activites for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by the Act, and not discriminate with respect to hours, wages, or any terms or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or by his institution of any grievance, complaint or proceedings under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he may have under any existing applicable laws or regulations. The rights guaranteed to faculty herein and hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use appropriate space for its business meetings without charge.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

E. The Association shall have the right to use College office machines and equipment at times when such equipment is not in use. The Association shall pay for the cost of all materials, supplies, and secretarial assistance incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards or in lounges and departments. The Association may use the campus mail service and instructor mail boxes for communication to faculty, including mass distribution.

G. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the professional staffing and financial resources of the College, including, but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of open Board meetings, treasurer's reports, census and membership data, names and addresses and position on salary schedule of all professional personnel, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the faculty and students, together with information which may be necessary for the Association to process any grievances or complaint.

H. The Board shall advise the Faculty Association, through the Association negotiating team, on any major fiscal item, construction programs, or revisions of educational policy, which are proposed or under consideration and the Faculty Association, through its negotiating team, shall be given opportunity to advise the Administration, through its negotiating team, with respect to said matters prior to their adoption and/or general publication.

I. The parties of this Agreement subscribe to the principle of Academic Freedom as set down by the American Association of University Professors and as adopted by the faculty and the Board of Trustees. It is as follows:

a. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

b. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

c. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his

special position in the community imposes certain obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should at all times show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

J. Instructor evaluation shall be made at least once each year by the appropriate division chairman, discussed with the individual faculty member--indicating his awareness of the evaluation--prior to being placed in his individual personnel file. Any such material may be answered by him and such answer shall be affixed to the evaluation in his file.

K. Individual personnel files shall be open to the individual faculty member upon his request, except employment credentials and recommendations.

L. This Agreement shall supersede all previous Board policies on these matters herein contained.

M. Prior to the selection of a College President, the College Deans, or in any other full-time academic/administrative officer, the Association shall be advised of such intent and shall form a committee whose function it shall be to participate in the selection of such personnel. Prior to the selection or re-appointment of division chairmen, the respective division faculty members shall submit no less than two names to the President for such position. In the unusual situation where the names submitted are not acceptable, the President may, after consultation with division faculty members, select others. The President, in consultation with the Dean of Instruction, will make the final appointment to the position.

N. A standing committee, consisting of the President of the College, the Dean of the College, the Dean of Instruction, the Dean of Students, and four (4) elected representatives of the Association, shall be convened each college year by the President of the College. Terms of office for the four (4) elected representatives of the Association shall run for a period of one year, starting in September, or until the new representatives have been elected. Division chairmen shall attend committee meetings in a voting capacity, such attendance being limited to committee proceedings involving each Chairmen's respective faculty. This committee shall be referred to in this Contract as the HRPST Committee (Hiring, Retention, Promotion, Salary Placement and Tenure). The HRPST Committee shall perform the following functions:

a. Act on all recommendations concerning hiring, retention, salary placement or merit increments (subject to Appendix IV of this Contract), promotion and tenure of faculty members.

b. Be responsible for the formulation of criteria used in the evaluation of faculty members including division chairmen, as called for in Article II, Section J of this Contract. The committee shall also be responsible for supervising the consistent application of such criteria among divisions of the College as outlined in Appendix IV of this Contract.

ARTICLE III - RIGHTS OF THE BOARD

The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the College to the full extent authorized by law.

ARTICLE IV - DEDUCTIONS AND PROFESSIONAL DUES

The Board agrees to deduct, upon authorization by individual faculty members, dues and assignments of the Association. Such authorization shall continue in effect until revoked in writing by the faculty member.

ARTICLE V - CONDITIONS OF EMPLOYMENT

A. Hiring and Retention Decision on hiring full-time and part-time faculty shall be made by the Administration after the recommendation of the faculty at the division level as summarized by the division chairmen when such recommendations are forthcoming. No such hiring or retention calling for a salary differing from the regular placement shall take place without the approval of the HRPST Committee.

B. The Board shall authorize reimbursement for approved travel expenses of prospective candidates for faculty positions for interview at Jamestown Community College.

C. The report of the HRPST Committee including the salary of all current full-time faculty together with criteria for each academic rank shall be an Appendix and attached to the two original Contracts, one copy held by the secretary of the Association and the other by the Administration.

D. Faculty Loads and Overloads--Full time faculty load shall consist of 12-15 credit hours or 15-18 clock hours for each semester. The parties to this Agreement will continue to undertake studies to relate in a more equitable manner laboratory to credit hours. No overload shall be permitted without the written approval of the Administration and faculty member involved. Normally such overloads shall not exceed one course. Overloads shall be compensated at the rate of 1/45th of the average salary per credit hour of the current year, rounded off to the nearest $10.00. In case of an overload involving both laboratory and credit hours, the overload shall be considered as a credit hour overload. Payment shall be made in the regular check over the registration period. It is expressly understood and agreed that overloads shall be undertaken only under exceptional circumstances, and in the case of a division chairman, accepted only if serious impairment of student educational opportunities would result from strict adherence to a no overload policy.

E. Course Preparation and Special Seminars An instructor shall normally be assigned no more than two separate preparations per registration period; and under no circumstances shall they exceed three without his written consent. The teaching of special seminars for which no credit is granted, or which do not form a part of the regular published offering of the College, shall be assigned only on consent of the instructor involved and Administration and will not be considered a part of his regular teaching load if he is teaching within the normal 12-15 credit hour, or 15-18 clock hour range. Such special assignments may be added to instructors' schedules without added remuneration if they are teaching below the 12-hour load, provided they are in the instructors' area of competence and do not violate preparation limits above.

F. Class Size In order to achieve maximum teaching effectiveness, permit experimentation and develop student potential, the exact class size is not set forth in the main body of this Agreement. Since the class size may well vary with the subject area and individual instructor preference, for the 1973-1974 academic year, the class size in each department will be established by the faculty member involved, the division chairman and the administration. Guidelines for class size, number of sections, total student load per instructor, number of faculty preparations and other pertinent data will be developed jointly between the Association and the Administration and become an Appendix to this Agreement.

G. Part-time Faculty shall normally serve no more than one-quarter of the full-time faculty load. They shall not be employed where there are sufficient course demands to justify the employment of a full-time instructor, except that such appointments may be made on a one-semester basis where appropriate full-time personnel are not available. The starting salary for part-time faculty shall be according to the following schedule:

Level I	$180 per credit hour.
Level II	$200 per credit hour
Level III	$220 per credit hour
Level IV	$240 per credit hour

Placement at a Salary Level - Part-time faculty new to J.C.C. shall be placed at one of the three levels stated above at the discretion of the division chairman, the director of Continuing Education and the Dean of Instruction. In placing the new part-time instructor at a level, the following criteria shall be used:

1. The instructor's educational background.

2. The instructor's experience in teaching and in work related to his teaching area.

3. The instructor's promise for successful performance in teaching.

4. Such other relevant factors as deemed important by those placing him at a level.

Advancement in Salary - Part-time faculty shall be advanced in salary based on the degree to which the college's expectations of them have been fulfilled. Primary in importance shall be the teaching effectiveness of the instructor and his willingness and ability to work individually with his students when necessary. Also, the instructor's performance in fulfilling other expectations such as assistance in student registration, meeting his classes for the scheduled length of time, attendance of workshops and meetings for part-time instructors, and the contributions which the instructor makes voluntarily shall be taken into consideration.

The HRPST Committee shall recommend salary advancement for the returning part-time instructor after consideration of the evaluation and recommendation of the division chairman as described in Article II, Section N, Article IX, Section A, and Appendix IV of this Contract.

In cases where an instructor is re-employed at a date which allows insufficient time to convene the HRPST Committee, the salary may be decided by the Dean of Instruction, the director of Continuing Education and the division chairman.

H. Summer Faculty Assignments shall be made by mutual agreement between the faculty member and the Administration. The maximum summer assignment shall normally be limited to two courses. Compensation for a full-time faculty member for summer teaching shall be computed at 1/36th of his annual base salary per credit hour.

I. Academic Year and Calendar- The normal work period for members of the faculty shall be as indicated on the academic calendar. The academic calendar year shall be developed cooperatively by the negotiation teams and become an Appendix to this Agreement. Such calendar or educational program(s) shall contain the proper number of days (hours) required to effectively orient, register, instruct, evaluate and graduate students and be subject to regulations prescribed by S.U.N.Y. and the Department of Higher Education of the State of New York. Faculty members shall be available as necessary to implement such educational pro-

gram(s); variations can be mutually agreed upon between the faculty members and the divisional chairmen and/or the appropriate administrator.

J. Professional Faculty Responsibility. All professional staff shall be considered individually responsible for those areas which are not specifically spelled out in this document, but which have an obvious relationship to the position he is contracted for and which are considered just and reasonable by both the department and division chairmen. Such items may include the completion of requested reports, return of papers to students, or the discharge of some assigned academic responsibility, which may also include an evening section. Faculty shall maintain at least 10 hours per week for consultation with students.

K. Advisement. Each student at Jamestown Community College is assigned a faculty advisor to aid the student in attaining his academic goals. The Student Personnel Office administers various psychological tests as requested by students for the purpose of greater self-understanding. The Student Personnel Office will also provide those services outside the classroom that provide a meaningful experience between faculty and students.

L. Registration. The planning and implementation of registration for new and returning students shall be the responsibility of the College registrar. He shall solicit and receive recommendations from the faculty and administration in order to maintain adequate records, record academic experiences, and best serve the needs of students and the College. Each faculty member in fulfillment of his teaching responsibilities shall perform the professional duties of a college teacher which include: participation in the registration process, maintaining precise student academic records, making timely submission of student grades, preparing and filing course outlines, advising and/or consulting with the Student Personnel Office concerning students academically deficient and in need of counseling.

M. Sponsoring of Student Activities. The College encourages the development of various special interest clubs, social functions, and organizations. It is the policy of the College that no official activity of the student body may operate without a faculty advisor. The participation of faculty members who assist students in these endeavors shall be on a voluntary basis.

ARTICLE VI - APPOINTMENT AND TENURE POLICIES

After the expiration of a probationary period, faculty members shall have permanent or continuous appointment (tenure), and their service shall be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practices: Appointments shall be made "term" or "continuing." Term appointments shall be made for a specified period of time.

A. The precise terms and conditions of every appointment shall be stated in writing and be in the possession of both the College and the candidate before the appointment is consummated. These terms shall include the following where they apply: nature of the appointment, academic rank, salary, assignment to a division, the total number of years accumulated toward tenure and how much if any, prior service the College will recognize.

B. Beginning with the appointment to the rank of full-time instructor or a higher rank, the probationary period shall not exceed four years. Prior service in the other accredited collegiate institutions may be included in probationary period or a faculty member may receive a continuing contract as a condition of his appointment with the approval of the HRPST Committee.

C. Notice of non-reappointment, or of intention not to recommend reappointment to the Board of Trustees shall be given not later than February 1 in the case of an appointment expiring at the first year. During the second or third year of service, such notice shall be given by December 15. The faculty member during his fourth year of service shall be offered a fifth contract at the usual contract date. Such contract shall be either a continuing contract or a terminal one-year contract.

D. During the probationary period a faculty member shall have the academic freedom that all other members of the faculty have.

E. Termination for adequate cause of a continuous appointment or the dismissal for adequate cause of a faculty member previous to the expiration of a term appointment shall be in accordance with Article VII of this Agreement.

F. Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide, in consultation with the Faculty Association negotiating team, to include changes in the educational program and lack of financial support from the local sponsor. The College shall make every effort to re-employ those persons whose services have been terminated in some other capacity within the institution.

G. The last date for issuance for annual contract letters shall be no later than the last day of February, and returns shall be no later than 4 weeks from the date of issuance.

ARTICLE VII - STATEMENT ON PROCEDURAL STANDARDS IN FACULTY DISMISSAL PROCEEDINGS

The following Statement on Procedural Standards in Faculty Proceedings was prepared by a joint committee representing the Association of American Colleges and the American Association of University Professors and was approved by these two associations at their annual meetings in 1958. It supplements the 1940 Statement of Principles on Academic Freedom and Tenure by providing a formulation of the "academic due process" that should be observed in dismissal proceedings.

Procedural Recommendations

A. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When a reason arises to question the fitness of a faculty member who has tenure or whose term appointment has not expired, the appropriate administrative officers shall discuss the matter with him in personal conference. The matter may be terminated by mutual consent at this point; but if an adjustment does not result, an ad hoc committee elected by the faculty and charged with the function of rendering confidential advice in such situations shall informally inquire into the situation, to effect an adjustment, if possible, and, if none is effected, to determine whether in its view formal proceedings to consider his dismissal should be instituted. If the committee recommends that such proceedings should be begun, or if the President

of the institution, even after consid ering a recommendation of the committee favorable to the faculty member, expresses his conviction that a proceeding should be undertaken, action shall be commenced under the procedures which follow. Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall then be jointly formulated by the President and the faculty committee, if there is disagreement, the President or his representative shall formulate the statement.

B. Commencement of Formal Proceedings

The formal proceedings shall be commenced by a written communication addressed to the faculty member by the President, informing the faculty member of the statement formulated, and informing him that, if he so requests, a hearing to determine whether he should be removed from his faculty position on the grounds stated will be conducted by a faculty committee at a specified time and place. In setting the date of the hearing, sufficient time shall be allowed the faculty member to prepare his defense. The faculty member shall be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded him. The faculty member shall state in reply whether he wishes a hearing and, if so, shall answer in writing, not less than one week before the date set for the hearing, the statements in the President's letter.

C. Hearing Committee

The Committee of faculty members to conduct the hearing and reach a decision shall be an elected committee not previously concerned with the case or a committee established as soon as possible after the President's letter to the faculty member has been sent. The choice of members of the hearing committee shall be on the basis of their objectivity and competence and of the regard in which they are held in the academic community. The committee shall elect is own chairman.

D. Committee Proceedings

The committee shall proceed by considering the statement of grounds for dismissal already formulated, and the faculty member's response written before the time of the hearing. If the faculty member has not requested a hearing, the committee shall consider the case on the basis of the obtainable information and decide whether he should be removed; otherwise the hearing shall go forward. The committee, in consultation with the President and the faculty member, should exercise its judgement as to whether the hearing should be public or private. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter set forth in the President's letter to the faculty member shall be received.

The President shall have the option of attendance during the hearing. He may designate an appropriate representative to assist in developing the case but the committee shall determine the order of proof, shall normally conduct the questioning of witnesses, and, if necessary, shall secure the presentation of evidence important to the case.

The faculty member shall have the option of assistance by counsel, whose functions shall be similar to those of the representative chosen by the President. The faculty member shall have the additional rights set forth in the 1940 Statement of Principles on Academic Freedom and Tenure, and shall have the aid of the committee, when needed, in securing the attendance of witnesses. The faculty member or his counsel and the representative designated

by the President shall have the right, within reasonable limits, to question all witnesses who testify orally. The faculty member shall have the opportunity to be confronted by all witnesses adverse to him. Where unusual and urgent reasons move the hearing committee to withhold this right, or where the witness cannot appear, the identity of the witness, as well as his statements, shall nevertheless be disclosed to the faculty member. Subject to these safeguards, statements may when necessary be taken outside the hearing and reported to it. All of the evidence shall be duly recorded. Unless special circumstances warrant, it should not be necessary to follow formal rules of court procedure.

E. Consideration by Hearing Committee

The committee shall reach its decision in conference, on the basis of the hearing. Before doing so, it shall give opportunity to the faculty member or his counsel and the representative designated by the President to argue orally before it. If written briefs would be helpful, the committee may request them. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision may properly be withheld until consideration has been given to the case by the governing body of the institution. The President and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing. Any release to the public shall be made through the President's office.

F. Consideration by the Board of Trustees

The President shall transmit to the Board of Trustees the full report of the hearing committee, stating its action. On the assumption that the Board of Trustees has accepted the principle of the faculty hearing committee, acceptance of the committee's decision would normally be expected. If the Board of Trustees chooses to review the case, its review shall be based on the record of the previous hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing or their representatives. The decision of the hearing committee shall either be sustained or the proceedings be returned to the committee with objections specified in writing. In such a case the committee shall reconsider, taking account of the stated objections and receiving new evidence if necessary. It shall frame its decision and communicate it in the same manner as before. Only after study of the committee's reconsideration shall the governing body make a final decision overruling the committee.

G. Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed. Announcement of the final decision shall include a statement of the hearing committee's original action, if this has not previously been made known.

ARTICLE VIII - GRIEVANCE PROCEDURES

Preface

It is specifically understood and agreed that a grievance shall be clearly identified as such by the faculty member and understood to be such by the administrator with whom the first step of the procedure takes place.

This grievance procedure shall in no way interrupt or interfere with regular discussions of problems or situations which normally take place between a faculty member and an administrator. It is recognized that informal discussion relating to differences of opinion on procedures, assignments and working conditions are, in fact, resolved in this manner and that a grievance--even in the informal first-step will normally occur only when and if such discussion fails to resolve the problems. However, a faculty member may, if he wishes, file a grievance at once provided he clearly identifies it as such.

Section A - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Trustees, the President, the Administration and the faculty of Jamestown Community College is essential to the operation of the college, it is the purpose of the procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the parties above named are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section B - Definitions

B.1 A Grievance is a claim by the Association or any faculty member or group of faculty in the negotiating unit based upon any claimed violation, mis-interpretation, mis-application or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws and regulations of the Board and/or the Trustees and/or Chief Executive Officer.

B.2 The term Supervisor shall mean any department chairman, immediate superior or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

B.3 The Chief Executive Officer is the President of the College.

B.4 Association shall mean Jamestown Community College Faculty Association.

B.5 Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.

B.6 Party in Interest shall mean the Association and any party named in a grievance who is not the aggieved party.

B.7 Grievance Committee is the committee created and constituted by the Jamestown Community College Faculty Association.

B.8 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section C - Procedures

C.1 All grievances shall be in writing, and shall include the name and position of the aggrieved party and a brief statement of the nature of the grievance and the redress sought by the aggrieved party.

C.2 Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the faculty member and the Association.

C.3 If a grievance affects a group of faculty members, it may be submitted by the Association directly at Stage 2 described below.

C.4 The preparation and processing of grievances shall be conducted during the hours of employment at a time affording all parties in interest a reasonable opportunity to attend, and parties in interest who are present during working hours shall be excused from duty without loss of pay. Every effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

C.5 The Board agrees that it, the Trustees, the President and the Administration will facilitate any investigation which may be required and will make available, upon the request of any aggrieved party, any and all material and relevant documents, communications and records relating to the grievant concerning the alleged grievance.

C.6 Except as otherwise provided in Articles E 1a and 1b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

C.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board, the Trustees, the Chief Executive Officer and/or by any other member of the administration against the aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

C.8 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly developed by the Chief Executive Officer or his nominees and the Grievance Committee of the Association. A meeting will be held between said parties within 15 working days after the date of this Agreement and a final report and recommendations will be made to the parties to this Agreement within 30 working days from the date of the agreement for negotiation and agreement by the parties hereto. The development of said forms shall not delay any grievance. The Board shall have the forms agreed upon printed and distributed to the members of the faculty so as to facilitate operation of the grievance procedure.

C.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

C.10 Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted,

provided the adjustment is not inconsistent with the terms of the contract agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to the procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

C.11 In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Jamestown Community College Faculty Association, the hearing officer making the decision will cause to be served upon the Jamestown Community College Faculty Association a copy of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered by him, together with a copy in writing of his decision in the proceeding. Said papers will be served upon the Grievance Committee of the Association within a reasonable time after the rendering of the decision by such hearing officer. The Jamestown Community College Faculty Association may, in its sole and uncontrolled discretion, thereupon appeal any decision in any such grievance to the next higher stage of the grievance procedure.

C.12 The Association's Grievance Committee shall be entitled to at least two working days advance notice from the hearing officer of all hearings on all grievances in which the aggrieved party is not represented by the Association. Such notice shall include copies of all documents in the possession of the hearing officer and the Association shall be entitled to participate in and express its position and offer proof, if so requested by the grievant during the hearings on such grievances even though it does not represent the aggrieved party.

C.13 Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice except that, as aforesaid, if the Jamestown Community College Faculty Association is not chosen as the representative of the aggrieved party, it shall have the rights hereinbefore set forth in such cases and providing, further that Stage 4 of this Grievance Procedure shall be available only to the Jamestown Community College Faculty Association and those aggrieved parties represented by it.

C.14 Any and all notices which this Grievance Procedure requires to be given to the Board of Trustees, Chief Executive Officer or Administrators may be delivered to the Chief Executive Officer of the Jamestown Community College or, in his absence, to the person then in charge of his office.

Section D - Time Limits

D.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

D.2 Grievances will be initiated at the first available stage within sixty (60) working days after the faculty member actually knew of the act or condition on which the grievance is based.

D.3 If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the Chief Executive Officer will notify the Association and the aggrieved party of the expiration of the said basic time limit. If no appeal is filed by the expiration of said time, then the grievance shall be deemed to be dismissed.

D.4 Failure at any stage of the Grievance Procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure at any time after the expiration of the period which would have been allotted had the decision been communicated by the final day.

D.5 In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the college term or as soon thereafter as is possible.

Section E - Stages of Grievance Procedure

Stage 1: Supervisor - Informal

a) A faculty member having a grievance will discuss it with his immediate supervisor, either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the faculty member submits the grievance through a representative, the faculty member may be present during the discussion of the grievance.

Supervisor - Written Decision

b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) working days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the faculty member, his representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether his grievance shall be private or public.

Stage 2: President (Chief Executive Officer)

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the faculty member or his representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the Chief Executive Officer. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall set a date for a hearing and notify the faculty and the Grievance Committee, or its representative, and all other parties in interest of said date and hearings will be commenced within ten (10) days after issuance of the notice of the meeting date by the Chief Executive Officer. The Chief Executive Officer shall render a decision in writing to the instructor, the Grievance Committee and its representatives within five (5) working days after the conclusion of the hearing.

Stage 3: Board of Trustees

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under his grievance procedure, such aggrieved party or his representative shall, within ten (10) working days, file a written notice of appeal of the decision at Stage 2 with the Board of Trustees. Copies of all earlier written decisions shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the Board of Trustees shall set a date for a hearing and notify the aggrieved party and the Grievance Committee and all other parties in interest of said date. Hearings on said grievance shall be held within ten (10) days of the issuance of said notice either by the Board of Trustees or a duly authorized committee consisting of not less than three members thereof. The Board of Trustees and/or its committee shall render a decision in writing to the aggrieved party and the Grievance Committee within five (5) working days after the conclusion of the hearing.

Stage 4: Binding Arbitration

a) If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 3 or the Grievance Committee determines that the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) working days of the decision at Stage 3.

b) Within five (5) working days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c) It is requested that the selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

d) The arbitrator shall not have the power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

e) The decision of the arbitrator shall be final and binding upon all parties.

f) The costs for the services of the arbitrator, if any, will be borne equally between the Faculty Association and the Board of Trustees.

Section F - Grievance Procedure for Dismissal

F.1 Any faculty member alleging that his dismissal or denial of tenure involves any claimed violation, misinterpretation, mis-application or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws and regulations of the Board and/or the Trustees and/or Chief Executive Officer and/or administration, or violates any other constitutional or legal right of academic freedom shall have the right to appeal such dismissal or denial of tenure pursuant to this grievance procedure commencing at Stage 2 by submission to the Grievance Committee of the Association.

F.2 In the processing of grievances for dismissal and/or denial of tenure, the burden of proof shall be upon the administration to show adequate cause for its action.

F.3 Upon the filing of a grievance for dismissal or denial of tenure, and at least three (3) days before the hearing at Stage 2, the administration shall present reasonably detailed and formally written charges to the aggrieved party.

Section G

In extenuating circumstances, the time limitation referred to in the foregoing sections may be extended to a period of time acceptable to both parties concerned.

ARTICLE IX - ACADEMIC ORGANIZATION

Division Chairman - Duties and Responsibilities

The division chairman is the official leader of the division. In this middle-management position he or she represents to the Dean(s) the concerns and interests of the division, and to the division the concerns of the administration. As the official leader of the division, he or she is responsible for facilitating a continual development and improvement of the division's faculty.

A. Appointment - The division chairman shall be appointed in accordance with guidelines set forth in the Contract. In order to carry out his duties and responsibilities, the division chairman will find it necessary to be on campus outside of the regular academic calendar. Normally he will be on campus one week prior to the academic year and one week beyond it. The salary for the chairman's administrative year will include his salary for the regular academic year, pro-rated on his academic year salary.

B. Teaching Load - Based on the normal faculty load of 12-15 credit hours or 15-18 clock hours, the division chairman's teaching load shall be as follows:

1. Up to 10 faculty members reporting - 9 credit hours, or 11 clock hours

2. 11 to 20 faculty members reporting - 6 credit hours or 7 clock hours.

3. 20 or more faculty members reporting - 3 credit hours or 4 clock hours

4. Part-time faculty will be equated to full-time equivalents for purposes of the above formula. Exceptions may be made where conditions warrant it and where it is approved by the appropriate Dean.

C. Responsibilities

1. Programs

a. Plans and recommends, in consultation with the faculty and appropriate administrative officers, the initiation, modification, or retrenchment of courses and programs of study or other activity appropriate to divisional function.

b. Plans class schedules and teaching assignments in consultation with faculty members of the division in cooperation with the Dean of Instruction and the Registrar.

c. Collects and maintains files of course information and examinations.

d. Prepares divisional budgets requests, in consultation with other faculty members of his division and appropriate administrative officers.

e. Approves purchase orders of materials and services appropriate to divisional function.

f. Holds over-all responsibility for the use, maintenance, and inventory of materials assigned to the division.

g. Cooperates with faculty and administration in the advising, and placement of students in areas of study directly related to divisional function.

h. Is a member of Academic Council

i. Submits an annual divisional report, summarizing the past year's divisional activities and projecting the future needs and directions of the division.

2. Personnel

a. Is responsible for the quality of instruction in his division. An important element of this responsibility is an on-going program of evaluation of, and assistance to, individual faculty as they strive to improve their performance.

b. Recommends to the HRPST Committee the appointment, promotion, tenure, and termination of divisional faculty members.

c. Orients new faculty members.

d. Approves divisional faculty travel.

e. Assigns, supervises and evaluates non-professional personnel assigned to the division in consultation with the Dean of the College.

ARTICLE X - WORKING CONDITIONS OF LIBRARIANS

A. Librarians shall normally work 35-40 hours per week over five consecutive day periods.

B. Shall work no more than eight consecutive hours, including lunch periods on any one day.

C. Members of the Library staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of library work, the librarians recognize that their individual duties and responsibilities must be fulfilled to the satisfaction of the Library Director. This may require their return to the campus prior to the beginning of the academic calendar and/or remaining after the academic calendar. If an additional month(s) is added by mutual agreement between an individual and the Library Director, a supplemental contract shall be issued. Remuneration per month shall be at 1/10th of the academic year contract.

D. Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the Library Director and approved by the administration. If professional librarians are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or librarians shall receive extra remuneration.

E. Mutually agreed upon deviations from the above working conditions may be made between the Library Director and the librarians with administration approval.

ARTICLE XI - WORKING CONDITIONS OF STUDENT PERSONNEL

A. Student Personnel staff members shall work 35-40 hours per week.

B. Members of Student Personnel staff shall be issued a contract with an academic year schedule approximating that of the teaching faculty. However, due to the nature of student personnel work, the counselors and registrar workers recognize that their individual duties and responsibilities must be fulfilled to the

satisfaction of the Dean of Students. This may require their return to the campus prior to the beginning of the academic calendar and/or remaining after the academic calendar. If an additional month(s) is added by mutual agreement between an individual and the Dean of Students a supplemental contract shall be issued. Remuneration per month shall be at 1/10th of the academic year contract.

C. Adequate personnel are to be provided during vacation periods when classes are not in session as recommended by the Dean of Students and approved by the administration. If Student Personnel members are needed, vacation periods shall be counted as extra hours of work and regular work hours shall be reduced by that amount or Student Personnel Counselors shall receive extra remuneration.

D. Mutually agreed upon deviations from the above working conditions may be made between the Dean of Students and the Student Personnel Counselors and approved by the administration.

ARTICLE XII - OTHER CONDITIONS OF EMPLOYMENT

A. It is expected that faculty members will meet all classes. In case of absence due to illness, the division chairman or the Dean of Instruction or President should be notified as early as possible, so that arrangements can be made for the classes which the instructor must miss.

B. While attendance at Faculty Meetings is not required, it is required that faculty members shall actively serve on at least one, and not more than two Faculty Committees, excluding the General Advisory Committee. Faculty are required to attend all formal academic events at the College. Part-time members are welcome to attend such meetings and events.

C. Income Tax Withholding Forms of faculty members are to be filed with the Business Office prior to September 1st as well as forms for either the New York State Teacher's Retirement Board or New York State Employees' Retirement System or TIAA-CREF.

D. Insurance - Hospitalization, long-term disability, surgical and major medical insurance and Life Insurance ($5,000 per faculty member) is carried by the College for full-time faculty and staff. Voluntary accident insurance is available through SUNY--contact Business Office for details.

E. Part-time Employment - Faculty members are expected to obtain a written clearance from administration before taking a part-time job in the community. Their primary responsibility is to the College, and if outside work shows signs of interference they may be requested to curtail their time spent on such jobs.

F. Student Conduct - It is expected that the Faculty will assume responsibility in helping the Administration carry out rules and regulations concerning the proper conduct of students, et.al., as outlined in the Student Handbook.

G. Retirement Age - Mandatory retirement age for all faculty, administrators, and administrative staff shall become effective by the 31st of August following the attainment of age 65. Extensions may be granted on a year to year basis by action of the Board of Trustees.

H. Retirement Systems - Faculty members have a choice between the New York State Teachers' Retirement System or TIAA-CREF. Social Security coverage is required. The College assumes the cost of retirement payments in whichever system is chosen by the faculty member except in cases where the employee had previously signed a 590 waiver.

I. Tax-Deferred Annuities - A plan for the purchase of tax deferred annuities is available for members of the professional staff. Consult the Business Office for details.

J. Tuition is waived for approved study at other units of the State University of New York at the present time, subject to the regulations of the four-year schools, Tuition is waived for immediate families (spouses and children) of all full-time employees for course work taken at Jamestown Community College.

K. Salary Paymenta will be made in 24 equal installments--on the 15th of each month and on the last day of each month or on the last day the College is in session preceeding the above dates. Checks may be picked up at the Business Office during regular College session and mutually agreeable arrangements may be made for vacation periods or during sabbatical.

L. Sick-Leave and Long-Term Disability - Members of the academic staff, other than persons having temporary or part-time appointments, who are unable to perform their regularly assigned duties because of illness, may be granted sick leave with full salary by the President of the College for a period of two months during each academic year. The President of the College may require at any time that proof of illness be forwarded to him for salary payments to continue.

The College will maintain a long-term disability insurance policy, which shall cover all full-time academic staff members who have completed one full year of service at the College. Such policy shall provide income benefits beginning after 90 days of continuous disability.

During extended absences on sick leave of members of the academic staff of the College, the President of the College shall make appropriate arrangements for carrying on the activities of the College with due regard to the reasonable workload of other members of the academic staff, and such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitute during their absence.

M. Conferences, and Professional Travel - A faculty member wishing to attend a particular conference or meeting should inquire of the Dean of Instruction through the division chairman well in advance of the scheduled date whether funds are available. He should fill out in duplicate the Request for Prior Approval form (available at the switchboard, or from the secretaries in the Business and Social Sciences and the Arts and Sciences Buildings or the Secretary to the President) which calls for an estimate of the expense to be incurred, and he should be prepared to justify his request that payment be made from College funds. Both copies of the form should then be submitted to the division chairman for his signature and final approval by the Dean of Instruction. If permission to attend is granted, a signed copy of the form will be returned in time so that definite plans can be made. The second copy will be filed in the faculty member's folder. It is expected that upon his return he will report to the division chairman, who will arrange with the Dean of Instruction for information of interest to the faculty to be presented to the group.

Upon receipt of Expense Report Form (only one copy is necessary) showing purpose of travel and clearly explaining expenditures, payment will be made as promptly as possible. Receipts must accompany the Expense Report Form wherever possible. Reimbursement for approved expenditures will be made up to the amount on the Prior Approval slip.

As a rule, during the academic year one major conference or meeting of his own choice will be approved for each faculty member. If request is made by administration to represent the Institution, this will be in addition to the one major trip allowed.

As a general guide for expenses the following maximum rates are listed:

Room/Night	$20.00	
Breakfast	1.50	(including gratuity)
Luncheon	2.50	" "
Dinner	6.00	" "

For dinner, a reasonable additional amount will be approved if the dinner is a part of a conference program and a receipt is submitted.

The College station wagon may be used for transportation, if available, providing the cost of driving the wagon ($.10/mile) does not exceed the total public transportation cost (air or pullman).

New York State audit procedures prevent the College from paying tax on hotel bills in New York State, and reimbursement will not be made for such items appearing on expense accounts. Exemption Certificates--Tax on Occupancy of Hotel Rooms, are available and should be obtained from the Office of the President or the Dean of Instruction's Office. Use of these forms will make it unnecessary for you to pay this tax.

ARTICLE XIII - LEAVE OF ABSENCE

A. Policy - Leaves of absence may be granted to faculty members subject to the requirements and conditions set forth below.

B. Purpose - Leaves of absence may be granted to a faculty member for reasons of health, political office, research, further education and other employment.

C. Eligibility - Any faculty member who has taught for at least one year at Jamestown Community College is eligible to apply for a leave of absence. A faculty member's request for leaves of absences may be made as often as he wishes. Normally one year of teaching should intervene between each leave, but the administration may grant extentions as deemed necessary.

D. Terms and Conditions -

1. A faculty member will receive no compensation from the College during his leave.

2. Retirement and health benefits may continue in force at the expense of the faculty member at his option.

3. Leaves of absence shall not interrupt the period of continuous service of the faculty member toward counting the eligibility for sabbatical leave. However, the period of absence will not be counted into the six consecutive years of service to apply for a sabbatical.

4. The faculty member may be eligible for promotions and pay increases during his leave.

5. Leaves of absence shall be granted for a period of one or two semesters.

6. In those cases in which, in the opinion of the administration,the granting of a leave of absence would impair the instructional functions of the College, a faculty member may be required to postpone his leave.

E. Application - A request for a leave of absence shall be submitted to the faculty member's division chairman at least three months in advance of the semester or academic year in which the faculty member is requesting such a leave. The division chairman shall make his recommendation to the Dean of Instruction for administrative action. The applicant shall be notified of the final decision as soon as possible - normally within one month of the submission to the division chairman.

ARTICLE XIV - SABBATICAL LEAVES

A. Policy - Annually, Sabbatical leaves for professional development may be made available to members of the academic staff who meet the requirements set forth below. The objectives of such leave is to increase each such person's value to the College and therefore improve and enrich its program. Such leave shall not be regarded as a reward for service not as a vacation or rest period occurring automatically at stated intervals.

B. Purpose - Sabbatical leaves shall be granted for planned travel, study, formal education, research, writing, or other experience of professional leave value.

C. Eligibility - Members of the professional staff having continuing appointments, who have completed at least six consecutive years of service within the College, or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of service within the College from the date of return from their last sabbatical leave shall be eligible for a sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included: periods of leaves of absence other than vacation leave and sick leave with salary, and the periods of part-time service, shall not be included, but shall not be deemed an interruption of consecutive service for other purposes.

D. Terms and Conditions - Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half (1/2) salary, or for periods of one-half (1/2) year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purposes of their leaves.

The total number of faculty sabbatical leaves granted per academic year shall be limited to five (5) percent of the full-time faculty. Percentage based on the full-time faculty employed as of May 1st of the calendar year preceeding the year of the intended sabbatical leave.

All fringe benefits such as retirement, insurance and the like shall continue in effect during the sabbatical leave at the rate of pay received during the sabbatical period. The period of sabbatical leave shall be credited as service for retirement and the granting of increments.

In those unusual cases in which, in the opinion of the President, the granting of sabbatical leave would impair the instructional functions of a department, a faculty member shall be required to postpone his leave.

E. Applications - A statement of intent shall be submitted to the administration of the College by May 1st of the calendar year preceeding the year of the intended sabbatical leave. The appropriate department chairman or supervising Dean or Director must be notified in writing by the applicant at the time of submittal of his letter of intent. A completed application should be forwarded to the Col-

lege-Wide Committee on Sabbaticals by December 1st of the year preceeding the academic year in which desired periods of leave are included. Each application should include a prospectus of the scholarly activity projected and should state the applicant's intention to continue as a member of the staff for a minimum period of one year at the end of the period of the leave, and his agreement to submit a written report upon his return. If the College-Wide Committee on Sabbaticals approves the application, it shall be recommended to the President. The President may grant such sabbatical leaves as he deems appropriate and a report of all such sabbatical leaves granted shall be presented to the Board of Trustees.

EXAMPLE:

A faculty member intending to take a sabbatical during the 1973-1974 academic year shall by May 1, 1972 file a statement of intent. By December 1, 1972 he shall have filed an application with the College-Wide Committee on Sabbaticals. This is necessary in that the College Budget for the 1973-1974 academic year is requested by the sponsor on or before September 1, 1972.

F. College-Wide Committee on Sabbaticals - The College-Wide Committee on Sabbaticals will consist of the Dean of Instruction who will be chairman and four (4) members of the faculty who are tenured. The four (4) faculty members and two (2) alternates will be elected to this committee by the Faculty Association of Jamestown Community College.

The College-Wide Committee on Sabbaticals will be elected at a Faculty Association meeting to be held not later than June 15 prior to the year in which the members will serve. The length of term will be two (2) years and no member may succeed himself. Members will be elected by nomination from the floor or from a list compiled by the Dean of Instruction from written nominations received during the two (2) weeks prior to the meeting.

The College-Wide Committee on Sabbaticals shall use the following guidelines in determining which of the completed applications will be recommended to the President of the College for acceptance:

1. In those unusual cases where the President of the College has had to ask a faculty member to postpone his sabbatical leave, the faculty member shall be given first preference in the succeeding year.

2. Any faculty member making an application for his first sabbatical leave shall be given preference over an applicant who has had a previous sabbatical leave.

The applications should be reviewed on individual merit and while no specific criteria is set forth, the Committee is directed to analyze the value of the proposed sabbatical in terms of value to the institution and value to the individual.

G. Substitutes - The Administration shall make appropriate arrangements for carrying on the activities of the College during a faculty member's absence on sabbatical leave, with due regard to the reasonable workload of the academic staff and in accordance with Section D of Article V of this Agreement.

H. Failure to Return - If the faculty member fails to return to Jamestown Community College and complete one full academic year of service, he must repay the full amount of monies received from the College while on sabbatical leave.

I. Sabbatical Contracts - Any faculty member taking a sabbatical leave shall be issued a Sabbatical Contract stating the amount of monies to be received by him while on sabbatical leave. In addition, this Contract shall contain a clause whereby Section H of this Article is agreed upon.

ARTICLE XV

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of competent jurisdiction, then such application or provision shall not be deemed valid, but all other provisions or applications shall continue to be in full force and effect.

ARTICLE XVI - NO STRIKE PLEDGE

For the duration of the Agreement, the local Association agrees not to institute or support strikes or other concerted refusal to perform work by the employees covered by this Agreement.

ARTICLE XVII

It is expressly understood and agreed that the College, may if it so decides, issue a Faculty Handbook containing other pertinent information, but such information shall not become a part of this Agreement unless negotiated as indicated above.

ARTICLE XVIII - DURATION OF THIS AGREEMENT

This Agreement and all appendixes shall become effective September 1, 1973, and shall continue in effect until August 31, 1974. This Agreement shall not be continued orally and it is expressly understood that it shall expire on the date indicated.

NEGOTIATING TEAM
FACULTY ASSOCIATION OF JAMESTOWN
COMMUNITY COLLEGE, Jamestown, N.Y.

NEGOTIATING TEAM
JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

APPENDIX I

JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

GUIDELINES FOR FACULTY PROMOTION AND HIRING

I. Introduction

The system of faculty rank is based on recognizing the contributions which faculty make. Within this system faculty are rewarded visa viz promotion for making those contributions deemed important by the College and for demonstrating that they are striving to make the fullest contribution of which they are capable. The description of the type of contribution expected at each rank is described in II below.

In this context, promotion is not a function per se of the amount of education nor of longevity. Gaining additional education, however, is evidence that the professor is attempting to increase his ability to contribute and, therefore, his chances for promotion are increased. Similarly, additional experience in teaching would usually increase the professor's contribution and also provide his colleagues who evaluate him with additional evidence of his contribution. Guidelines for the expected number of graduate hours and years of experience for promotion are listed under III below. Promotions, then, are not automatic, nor do they require a specific number of years of experience or credit hours.

The contributions which faculty can make fall into four general categories:

1. Teaching students
2. Leadership to his department and to the College
3. Contributions to the community
4. Contributions to his professional field outside of the College

These forms of contributions are listed in the approximate order of the importance in which the College views them.

II. Description of Professorial Ranks

Full Professor -- These persons greatly exceed the usual expectations in their total contributions to teaching and to the College. They are outstanding in their ability to present material in an understanding, professional and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is most condusive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total committment of the College and actively participate in the business of the College through committee participation and faculty meetings. They are very much involved in the functioning and the improvement of the College. They are recognized leaders and actively assist others in increasing their levels of performance. Normally, they also make contributions outside of the College by serving on boards and committees, acting as speakers or resource persons and/or they provide leadership to education and their discipline through writing, research and serving on committees.

Associate Professor - These persons exceed the usual expectations in their total contributions to teaching and to the College. They are exceeding the usual norms in their ability to present material in an understanding, professional and intellectually stimulating way, while at the same time maintaining an atmosphere in the class which is conducive to learning. They constantly evaluate their methods of teaching and seek new and different approaches to instruction. They are involved in the total committment of the College and actively participate in

the business of their department and College. They are gaining recognition as leaders within the College and show the potential for further developing this ability. Normally, they also make significant contributions to the community and to their profession.

Assistant Professor - The person holding this rank has exhibited development in various areas of professional growth. Because of this, he has achieved a level of teaching proficiency beyond that of the instructor. The assistant professor has begun to make real contributions to his institution through productive committee work, work with student associations, and more effective professional relationships with his fellow educators. He is aware of his areas of needed professional growth and seeks ways of improving.

Instructor - The person at this rank is performing at least at a satisfactory level. Students in his classes are learning and he is in the process of becoming a more effective teacher. His primary contribution lies in his teaching, but he is becoming aware of other facets of the College and the community and ways of contributing to these areas. He is becoming aware of his potential areas of development and is beginning to achieve results in these areas. Normally those with limited teaching experience will start at this rank.

III. Educational and Experience Guidelines for Promotion and Hiring

The following are intended as guidelines and not requirements for academic rank. Possession of these quantitative qualifications for a particular rank does not mean that rank will automatically be awarded. Normally, at least two years of teaching experience in each rank will be expected before the person is considered for promotion, or appointment to rank.

Professor --

1. Master's degree plus 30 graduate semester hours, or
2. Bachelor's degree plus 60 graduate semester hours, or
3. Sufficient related experience

Associate Professor --

1. Master's degree plus 30 graduate semester hours, or
2. Bachelor's degree plus 60 graduate semester hours, or
3. Sufficient related experience

Assistant Professor --

1. Master's degree, or
2. Bachelor's degree plus 30 graduate hours, or
3. Sufficient related experience

Instructor --

1. Master's degree, or
2. Bachelor's degree plus 30 graduate hours, or
3. Sufficient related professional experience.

"Related experience" shall be interpreted to mean full-time professional employment in a field directly related to the teaching field (including teaching) or in areas which enhance the individual's professional development.

Revised 1/20/72

SALARY RANGES 1973-1974

Assistant Instructor	$ 5,000.00
Instructor	8,000.00
Assistant Professor	9,550.00
Associate Professor	11,500.00
Professor	13,450.00

APPENDIX II

JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

BYLAWS OF THE FACULTY

I. The Faculty shall consist of all full-time appointments to the teaching and related instructional areas, the President and the Deans.

II. Responsibilities and Functions of the Faculty - Subject to the approval of the Board of Trustees of the College, the Faculty shall perform the following functions:

A. They shall develop and recommend policy relating to the teaching and conduct of courses, the granting of degrees and academic discipline.

B. They shall develop and recommend policy concerning student activities and conduct of students.

C. They shall investigate problems relating to curriculum and shall make recommendations based on their findings.

D. They shall develop and recommend such rules as shall be needed for the maintenance of academic standards.

E. They shall develop and recommend personnel policies to the Administration.

F. All recommendations of policy shall be submitted to the Administration in writing.

III. Meetings - The Faculty shall meet prior to the Fall registration at such time and place as designated by the President of the College. A regular meeting time shall be established early in the Fall semester by the President of the College and regular meetings shall be scheduled at least monthly throughout the academic year. Special meetings may be called by the President of the College at his instigation or at the request of a majority of the members of the Faculty to transact emergency business.

IV. Officers -

A. The President of the College shall be the President of the Faculty and preside at Faculty meetings. In his absence, the Dean of the College shall preside.

B. The secretary of the Faculty shall be selected by the Faculty for a period of one year. The election shall take place at the first stated meeting of the Faculty in the Spring semester and the term of office shall commence with that meeting. The Secretary shall maintain a file of Minutes of all meetings including resolutions or other formal action of the Faculty.

V. Committees -

A. Standing Committees shall be organized to facilitate the transaction of Faculty business. Members of Standing Committees shall be appointed by the President of the College with the consent of the Faculty, except for those members serving ex officio. Committee members shall be appointed at the May meeting of the Faculty. Terms of office shall run for a period of one year, starting in September, or until the new committee list has been completed. The President will honor, in so far as possible, the request of individual faculty members as to committee appointments.

The chairman and secretary shall be elected annually by the respective committee members. A faculty member must serve as a member of the committee at least one year before he is eligible to be elected chairman. The term of chairman shall be limited to two consecutive years. No faculty member shall serve as chairman of more than one committee, excluding the General Advisory Committee.

Standing Committees shall include:

1. Academic Standings
2. Admissions, Scholarships & Financial Aids
3. Curriculum
4. General Advisory Committee *
5. Library and Instructional Media
6. Planning
7. Student Affairs
8. Faculty-Trustees

The membership of these committees shall be comprised of one member from each division selected by that division, plus one ex-officio member and one faculty member-at-large selected by the President. In the case of the Faculty-Trustee Committee, the faculty shall elect four members in a regular faculty meeting. *The General Advisory Committee will consist of the President of the College, ex officio, the Dean of the College, ex officio, the Dean of Instruction, ex officio, the Dean of Students, ex officio, and the chairman or a representative of all Standing Committees. The Committee shall consider particularly long-range ideas and problems; make referrals, with recommendations, to the Faculty or the proper faculty committee for further study and appropriate action; act as a clearing house on ideas and problems not normally within the province of any existing committee, and make recommendation to the Faculty accordingly. This Committee shall not ursurp responsibilities of existing committees, but supplement them. Ad hoc committees remain as at present.

B. Temporary committees may be appointed by the President of the College to investigate specific problems or to transact specific business. Such committee assignments shall terminate on acceptance of the report of the committee or completion of the business assigned.

VI. Procedure -

A. Robert's Rules of Order shall guide the Faculty on parliamentary procedure.

B. Action on motions before the Faculty shall be determined by majority vote of the whole Faculty.

VII. Amendments -

The Bylaws of the Faculty may be amended (only) by majority vote of the whole Faculty taken on the next stated meeting following the one at which the amendment was proposed. Amendments shall be subject to the approval of the Board of Trustees.

APPENDIX III

JAMESTOWN COMMUNITY COLLEGE
Jamestown, New York

Instructional Calendar 1973-1974

Fall Semester

August	25	Saturday (10 a.m.- 3 p.m.)	Part-time Student Registration
	27	Monday (a.m.)	Faculty Advisement and Orientation
		(p.m.)	Meet New Students
	28	Tuesday	Advisement and Manual Registration (9 a.m.-7 p.m.)
	29	Wednesday	New Student and New Faculty Orientation
	30,31	Thursday, Friday	Faculty and Divisional Meetings
September	3	Monday (Labor Day)	No Classes
	4	Tuesday	Classes Begin
	4--10	Tuesday-Monday	Late Registration
October	19	Friday	Mid-semester Evaluation Due
	22,23	Monday, Tuesday	Mid-semester Recess
November	21	Wednesday (5 p.m.)	Thanksgiving Recess Begins
	22,23,24	Thursday-Saturday	Thanksgiving Recess
	26	Monday	Classes Resume
December	5	Wednesday	Advisement(Day classes cancelled)
	5--7	Wendesday-Friday	Pre-registration for Spring Semester and Mini-mester
	22	Saturday	Last Day of classes and exams
	24	Monday	All Grades Due (12 noon)

Mini-mester

January	7	Monday	Mini-mester Begins
	18	Friday	Mini-mester Ends

Spring Semester

January	12	Saturday (10 a.m.-3 p.m.)	Part-time Student Registration
	14	Monday (9 a.m.-7 p.m.)	Manual Registration
	17-19	Thursday-Saturday	Faculty Workshop
	21	Monday	Classes Begin
	21-25	Monday-Friday	Late Registration
March	11,12	Monday,Tuesday	Professional Days (No Classes)
	15	Friday	Mid-semester Evaluations Due
April	10	Wednesday (10 p.m.)	Easter Recess Begins
	11--20	Thursday-Saturday	Easter Recess
	22	Monday	Classes Resume
May	8	Wednesday	Advisement (Day Classes Cancelled
	8--10	Wednesday-Friday	Pre-registration for Fall & Summe
	22	Wednesday	Classes and Exams End (5 p.m.)
	24	Friday	Grades Due (10 a.m.)
	25	Saturday	Commencement